

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE:

**TEXAS STANDARD OIL
COMPANY
DEBTOR**

§
§
§
§

CASE NO. 08-34031-H4-7

**Agreed Order Regarding Payment
of the MOSH Note**

This Agreed Order is filed by Rodney Tow, Trustee, and Charles Sharman on behalf of MOSH Holding, L.P.

The purpose of this Agreed Order is to:

- a. Establish the amount due under the Promissory Note in the principal amount of \$545,000 dated December 31, 2007 between Mosh Holding, L.P. as Borrower and Texas Standard Oil Company as Lender (Mosh Note),
 - b. Establish a means for calculating any further amounts that will come due on the Mosh Note until payment in full, and
 - c. Enter this Agreed Order regarding payment of the Mosh Note.
1. A series of promissory notes entered, prepetition, between MOSH Holding, L.P. and Texas Standard Oil Company culminated in the Mosh Note described above. All parties agree that the Mosh Note is due and that payment of the Mosh Note is subject to the distribution in the case styled *MOSH Holding, L.P. v. Pioneer Natural Resources Company; Pioneer Natural Resources USA, Inc; Woodside Energy (USA) Inc.; and JP Morgan Chase Bank, N.A., as Trustee of the Mesa Offshore Trust*; Cause No. 2006-

01984; pending in the 334th Judicial District Court of Harris County, Texas. (MOSH litigation).

2. All parties further agree that the Mosh Note is an asset of this bankruptcy estate, that this Court has jurisdiction over this matter, and that this Court is authorized under the Bankruptcy Code, including but not limited to, 11 U.S.C. §542(b), to enter this Agreed Order.
3. The Court finds that:
 - a. MOSH Holding, L.P. is the Maker of the Mosh Note attached as Exhibit A;
 - b. The Estate is the payee on the Mosh Note;
 - c. The current principal amount due on the Mosh Note is \$545,000;
 - d. The Mosh Note is a demand note;
 - e. If no demand is made, the Mosh Note is due and payable on December 31, 2012;
 - f. The Trustee made demand for payment of the Mosh Note on July 20, 2009;
 - g. The Mosh Note provides interest on the principal amount at the rate of 2% per annum until December 31, 2012, unless demand is made;
 - h. The Mosh Note provides interest on the principal amount at the rate of 10% per annum after demand is made;
 - i. The outstanding principal balance plus interest is now due and owing on the Mosh Note;
 - j. Unpaid interest due and owing on the Mosh Note through July 20, 2009 totals \$17,001.39;
 - k. Principal due and owing on the Mosh Note is \$545,000;

- l. Total principal and interest due on the Mosh Note through July 20, 2009 is \$562,001.39;
 - m. Interest continues to accrue at the rate of 10% per annum from July 20, 2009 to payment in full in the daily rate of \$153.97; and
 - n. Charles A. Sharman represents to this Court that as a member of MOSH Holding I, L.L.C., the general partner for MOSH Holding, L.P. he is authorized to enter into this Agreed Order on behalf of MOSH Holding, L.P.
4. It is therefore Ordered:
- a. MOSH Holding, L.P. shall pay the Mosh Note in full, with interest through the date of payment, within two business days after the receipt of funds from the MOSH litigation.
 - b. Charles A. Sharman shall take all action necessary as a member of MOSH Holding I, L.L.C. to cause MOSH Holding, L.P. to make all payments required under this order;
 - c. Upon receipt of payment in full, the Trustee is authorized to, on an original or a copy of the Mosh Note, inscribe that it is paid in full and sign the inscription;
 - d. Nothing in this Order shall be construed to modify the Mosh Note or the obligations in the Mosh Note.

Signed this ____ day of _____, 2009.

HONORABLE JEFF BOHM
UNITED STATES BANKRUPTCY JUDGE

Agreed:

Rodney Tow, Trustee
Rodney Tow, Trustee

MOSH Holdings, L.P.

By: MOSH Holdings I, LLC, General Partner

By: /s/ Charles A. Sharman
Charles A. Sharman, Member